EMERGENCY OVERFLOW SHELTER REQUEST FOR PROPOSAL

1. SCOPE

1.1. The Mayor's Office of Homeless Services (MOHS), on behalf of the Mayor and City Council of Baltimore, announces a grant award to service vendors (the "Provider") to provide core services within the homeless services Continuum of Care for the duration of 1 year. The Provider(s) shall provide designated services the homeless population in the City of Baltimore. The temporary housing site(s), as described in further detail in the Statement of Work (SOW) shall operate a dignified residential setting that supports persons experiencing homelessness to successfully transition back to housing stability. The Provider shall offer supportive services to include: management of day-to-day operations at the site (including basic maintenance), food services, case management, and other supportive services, shelter monitoring services, janitorial services, linkage and connection to other community supports, data collection and entry, and complaint response/monitoring.

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2. BACKGROUND

- **2.1.** The Baltimore City Continuum of Care (BCOC) is a collaborative body, consisting of Continuum Members. Continuum members include organizations that serve homeless persons, homeless and formerly homeless persons themselves, and other organizations and individuals that are interested in ending homelessness in Baltimore City. The Continuum promotes communitywide commitment and coordinates all stakeholders, systems, and resources available to comply with BCOC Program requirements and to ensure that homelessness in Baltimore City is rare, brief, and nonrecurring. MOHS is designated as the Collaborative Applicant and Homeless Management Information System (HMIS) Lead. The continuum utilizes common project- and system-level performance measures to design and implement interventions, assess impact, and allocate resources.
- **2.2.** In 2017, the Baltimore City Continuum of Care identified the emergency shelter and service enhancement as a key priority to increase access to resources and reduce lengths of stay in homelessness. Thereafter, the Continuum's Lived Experience Advisory Committee (formerly the Consumer Advisory Workgroup) collaborated with MOHS to review the quality and capacity of the emergency shelter system and identify areas for policy and practice improvements. In 2019, the Continuum developed a time-limited Action Plan on Homelessness that incorporates previous efforts under a new key strategy to comprehensively transform the emergency shelter system.
- **2.3.** The BCOC Grant will be awarded based on the shelter criteria below. Providers may apply to all three (3) service types. Each service type will be considered a separate project.

| Service Type | City or Privately Owned | | Capacity | Overflow Capacity |
|--------------|----------------------------|--|----------|-------------------|
|--------------|----------------------------|--|----------|-------------------|

| Service Type | City or Privately Owned | Site Location | Capacity | Overflow Capacity |
|--------------|-------------------------------|-----------------|-----------------------|---------------------------|
| Single Men / | City Owned | 620 Fallsway, | 175 Single Adult Male | 33 Single Adult Male Beds |
| Single Women | | Baltimore, Md | Beds | 27 Single Adult Female |
| | | | 75 Single Adult | Beds |
| | | | Female Beds | |
| Single Women | City Owned | 1200 N. Fremont | 70 Single Adult | 30 Single Adult Female |
| / Families | - | Avenue, | Female Beds | Beds |
| | | Baltimore, Md | 8 Family Beds | 65 Single Adult Male Beds |
| | | | - | 25 Family Beds |
| Families | Provider | TBD | 150 Family Beds | Not applicable |
| | Owned | | | |
| | | | | |

3. APPLICABLE DOCUMENTS

2.1 The following documents are applicable to this grant and are hereby incorporated by reference. The Provider(s) shall provide the required services in accordance with the following documents and any future revisions:

| 1 | MOHS Document | MOHS Consolidated Shelter List | Most Recent |
|---|--|---|-------------|
| 2 | Federal Guidelines, Regulations, and Laws | The Americans with Disabilities Act of 1990 https://www.eeoc.gov/eeoc/history/35th/thelaw/ada.html | Most Recent |
| 3 | Federal Guidelines, Regulations, and Laws | The 2015 Health and Human Services Poverty Guidelines | 2019 |

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|---|--|--|-------------|
| 4 | Federal Guidelines, Regulations, and Laws | U.S. Department of Agriculture, USDA Model Food Code http://www.fda.gov/downloads/Food/GuidanceFegulation/RetailFoodProtection/FoodCode/UCM374510.pdf | 2013 |
| 5 | Federal Guidelines, Regulations, and Laws | HUD Minimum Habitability Standards for Emergency Shelters and Permanent Supportive Housing https://www.hudexchange.info/resources/documents/ESG-Emergency-Shelter-and-Permanent-Housing-Standards.pdf | 2014 |
| 6 | Federal Guidelines, Regulations, and Laws | HUD Minimum Habitability Standards for Emergency Shelters and Permanent Supportive Housing Checklist https://www.hudexchange.info/resources/documents/ESG-Emergency-Shelter-and-Permanent-Housing-Standards-Checklists.docx | 2014 |
| 7 | Federal Guidelines, Regulations, and Laws | Office of Management and Budget Circular A-122 and A-123 http://www.whitehouse.gov/omb/circulars | Most Recent |
| 8 | Federal Guidelines, Regulations, and Laws | McKinney - Vento Homeless Assistance Act, Federal Law No. 42 USC 11302 https://www.hudexchange.info/resources/documents/HomelessAssistanceActAmendedbyHEARTH.pdf | 2009 |
| 9 | Federal Guidelines, Regulations, and Laws | The Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act) https://www.hudexchange.info/resources/documents/HEARTH_ESGInterimRule&ConPlanConformingAmendments.pdf | 2009 |

| 10 | Federal Guidelines, Regulations, and Laws | Homeless Management Information System (HMIS); Data and Technical Standards Final Notice; Notice https://www.hudexchange.info/programs/hmis/hmis-data-and-technical-standards/ | 2017 |
|----|--|--|-------------|
| 11 | Federal Guidelines, Regulations, and Laws | Occupational Safety and Health Administration 1910 https://www.osha.gov/pls/oshaweb/owastand.d https://www.osha.gov/pls/oshaweb/owastand.d | |
| 12 | Federal Guidelines, Regulations, and Laws | Americans with Disability Act of 1990 http://www.ada.gov/pubs/adastatute08.htm | Most Recent |
| 13 | Federal Guidelines, Regulations, and Laws | Title VI of the Civil Rights Act of 1964 https://www.justice.gov/crt/title-vi-civil-rights-act-1964-42-usc-2000d-et-seq | Most Recent |
| 14 | Federal Guidelines, Regulations, and Laws | MD Minimum Wage and Overtime Law https://www.dllr.state.md.us/labor/wages/wage/hrfacts.shtml | Most Recent |
| 14 | Federal Guidelines, Regulations, and Laws | The Child Abuse Prevention and Treatment Act https://www.acf.hhs.gov/sites/default/files/cb/capta2010.pdf | Most Recent |

| 15 | Federal Guidelines, Regulations, and Laws | The Age Discrimination in Employment Act of 1967 https://www.eeoc.gov/laws/statutes/adea.cfm | Most Recent |
|----|--|---|-------------|
| 16 | Federal Guidelines, Regulations, and Laws | Title IX Education Amendments of 1972 https://www.justice.gov/crt/overview-title-ix-education-amendments-1972-20-usc-1681-et-sec | Most Recent |
| 17 | Federal Guidelines, Regulations, and Laws | Rehabilitation Act of 1973 https://www.disability.gov/rehabilitation-act-1973/ | Most Recent |
| 18 | Federal Guidelines, Regulations, and Laws | Drug-free Workplace Act of 1988 http://webapps.dol.gov/elaws/asp/drugfree/screen4.htm | Most Recent |
| 19 | Federal Guidelines, Regulations, and Laws | 2 CFR 200 (Uniform Guidance) http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tp | Most Recent |
| 20 | Federal Guidelines, Regulations, and Laws | Food Guide Pyramid Serving Sizes http://www.fns.usda.gov/sites/default/files/fgp sizes.pdf | Most Recent |
| 21 | Federal Guidelines, Regulations, and Laws | Appropriate Placement for Transgender Persons in Single-Sex Emergency Shelters and Other Facilities https://www.hudexchange.info/news/hud-releases-notice-on-appropriate-placement-for-transgender-persons-in-single-sex-emergency-shelters-and-other-facilities/ | Most Recent |

| 22 | Federal Guidelines, Regulations, and Laws | Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity. https://www.federalregister.gov/documents/201 2/02/03/2012-2343/equal-access-to-housing-in- hud-programs-regardless-of-sexual-orientation- or-gender-identity | Most Recent |
|----|--|--|-------------|
| 23 | Federal Guidelines, Regulations, and Laws | Equal Access in Accordance with an Individual's Gender Identity in Community Planning and Development Programs Rule. https://www.federalregister.gov/documents/2016/09/21/2016-22589/equal-access-in-accordance-with-an-individuals-gender-identity-in-community-planning-and-development | Most Recent |
| 24 | State Guidelines, Regulations, and Laws | Fairness for All Marylanders Act of 2014 http://mgaleg.maryland.gov/2014RS/chapters_n oln/Ch_474_sb0212T.pdf | 2014 |

4. DEFINITIONS

- **4.1** These terms when used in this Request for Proposals (RFP) have the following meanings:
- **4.2. At-Risk of Homelessness**: For individuals and/or families who do not meet the definition of "homeless" under any of the categories established in the Federal Homeless Definition final rule, the McKinney-Vento Act was amended to allow homeless prevention assistance to be provided to persons who are "at risk of homelessness."
- **4.3.** Individuals and/or Families. An individual or family that: (i) Has an annual income below thirty percent (30%) of median family income for the area, as determined by Housing and Urban Development (HUD); (ii) Does not have sufficient resources or support networks (e.g., family, friends, faith-based or other social networks) immediately available to prevent them from moving to an emergency shelter or a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; and (iii) Meets one of the following conditions: (A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance; (B) Is living in the home of another because of economic hardship; (C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance; (D) Lives in a hotel or

motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, state, or local government programs for low-income individuals; (E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the US Census Bureau; (F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or (G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan; Unaccompanied children and youth. Specifically, a child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or Families with children and youth. Specifically, a child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

4.4. The At-Risk of Homelessness definition, and corresponding recordkeeping requirements, was published in the Interim Emergency Solutions Grants Program Rule on December 5, 2011.

Adequate nighttime residence: A housing accommodation that is not likely to jeopardize the health, safety, or welfare of its occupants.

Adult: Any individual over the age of eighteen (18) or qualifies as an emancipated minor under Baltimore City Law.

Affordable Housing: Housing for which the occupant(s) is/are paying no more than thirty percent (30%) of their income for gross housing costs, including utilities. Households that pay more than thirty percent (30%) of their income for housing may have difficulty affording necessities such as food, clothing, transportation and medical care and are considered cost burdened by HUD. Households that pay more than 50 percent of their income for housing are considered severely cost burdened.

Area Median Income (AMI): The median divides the income distribution into two equal parts: one-half of the cases falling below the median income and one-half above the median.

HUD uses the median income for families in metropolitan and non-metropolitan areas to calculate income limits for eligibility in a variety of housing programs. HUD estimates the median family income for an area in the current year and adjusts that amount for different family sizes so that family incomes may be expressed as a percentage of the area median income.

Beverage: shall consist of at a minimum 1 cup (1/2 pint, 8 fluid ounces) of milk and/or juice served with all meals.

Building Operating Plan (BOP): A mandatory plan, which the Provider(s) prepares for approval by MOHS and describes the Provider(s)' program for operating and maintaining the building, to include both normal circumstances and contingencies.

Case Management: A service that engages individuals and families experiencing homelessness and provides assistance in: identifying barriers, needs and strengths; developing goals; identifying resources and support; and, connecting individuals and/or families experiencing homelessness residing in a shelter or other homeless services programs within the Continuum of Care to the needed resources, supports and supportive services to achieve identified goals.

Chronically Homeless: As defined in HUD's CoC Program interim rule at 24 CFR 578.3, a chronically homeless person is:

An individual who: 1) Is homeless and lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; 2) Has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least one year or on at least four separate occasions in the last 3 years; and 3) Can be diagnosed with one or more of the following conditions: substance use disorder, serious mental illness, developmental disability (as defined in section 102 of the Developmental Disabilities Assistance Bill of Rights Act of 2000 (42 U.S.C. 15002)), post-traumatic stress disorder, cognitive impairments resulting from brain injury, or chronic physical illness or disability;

An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria for a chronically homeless individual, before entering that facility; or A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria.

Client: a client is an individual or family seeking, receiving, or eligible for services from a program

Contract Administrator (CA): Personnel that negotiates, coordinates, executes and tracks compliance of the contract and performance.

Contracting Officer (CO): Personnel that assists in negotiation, coordination, execution and compliance of contract and performance.

Condiments: sugar, cream, hot sauce, butter, salad dressing, mustard, relish, ketchup, salt and pepper, low sodium substitutes and like items.

Continuum of Care (CoC): The entity authorized to carry out homelessness planning for a community. Under the HEARTH Act, the CoC shall include representatives from nonprofit homeless assistance providers, victim service providers, faith-based organizations, government, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, and organizations that serve Veterans and homeless and formerly homeless individuals. Responsibilities of the CoC include the operation of the CoC, designating and operating an HMIS, and Continuum of Care planning. The designated CoC for the city of Baltimore is the Mayor's Office of Homeless Services. The Collaborative Applicant for the city (i.e., the legal entity designated by the CoC to apply for and administer funding on behalf of the Continuum) is the Mayor's Office of Homeless Services.

Coordinated Access System: Also referred to as coordinated entry or coordinated intake. Per the HEARTH Act, HUD has required that all CoCs establish and operate a CA system. A CA system is a client-centered process that streamlines access to the most appropriate housing intervention for each individual or family experiencing homelessness.

Correction: The elimination of a defect.

Crisis Intervention: Assistance to prevent individuals and families from becoming homeless, which may include, but need not be limited to, cash assistance for security deposits, rent or mortgage payments, credit counseling, mediation with landlords, and supportive services.

Critical Time Intervention: Assistance with homeless persons with severe mental illness, debilitating conditions, and diminished social and economic opportunities in their transition

from the streets, homeless shelters, hospitals, criminal justice system or other institutional settings.

Cost Burdened: HUD considers households that pay more than thirty percent (30%) of their income for housing and may have difficulty affording necessities such as food, clothing, transportation and medical care as cost burdened.

Daily Census: The tracking of available and occupied beds/units at shelters within the Continuum of Care. The daily census is compiled each evening and reported each day. The purpose of the daily census is to track capacity within the Continuum of Care as well as the demand for shelter/housing.

Deficiency: Any part of a proposal from a Provider(s) or any work performed by a Provider(s) that fails to satisfy the MOHS requirements.

Eating Utensils: disposable items, such as, plastic knives, forks, spoons, napkins and straws package individually or combined and included in the boxed meals.

Emergency Shelter: Defined by HUD to include any facility, the primary purpose of which is to provide temporary or transitional shelter for the homeless in general or for specific populations of the homeless.

- a) Winter Shelter is used for the purpose of protecting lives in extreme cold weather.
- **b) Safe Haven** is used for the purpose of meeting long-term housing needs and other supportive service needs. It refers to a housing accommodation for individuals who are homeless that is open either 24 hours or at least 12 hours each day, other than a severe weather shelter or low barrier shelter, provided directly by, or through contract with or grant from, the city, for the purpose of providing shelter and supportive services
- c) Low barrier shelter is used for the purpose of sheltering and engaging individuals who avoid temporary shelter because of identification, time limit, or other program requirements. It refers to overnight housing accommodation for individuals who are homeless, provided directly by, or through contract with or grant from, the city of Baltimore, for the purpose of providing shelter to individuals without imposition of identification, time limits, or other program requirements.
- **d)** Engagement Services: Services and/or programs geared towards connecting or reconnecting persons who are experiencing homelessness or at imminent risk of becoming homeless to needed social supports.

Harm Reduction: A set of strategies that reduce negative consequences of substance use and that incorporate a spectrum of strategies from safer use, to managed use, to abstinence.

Hazardous Materials: Any waste, substances, radiation or materials whether solids, liquid or gases that are:

- a) hazardous, toxic, infectious, explosive, radioactive, carcinogenic or mutagenic; now or become defined as pollutants, contaminants, hazardous wastes or substances,
- b) toxic substances, radioactive materials, solid waste or other similar designations in or otherwise subject to city and Federal regulations
- c) present on the premises and can cause or threaten to cause, a nuisance pursuant to applicable statutory or common law upon the premises, facilities or properties; and/or
- d) polychlorinated biphenyl's (PCBs), asbestos, lead-based paint, urea formaldehyde foam insulation, petroleum and petroleum products including gasoline, crude oil etc. that pose a hazard to human health, safety, natural resources, industrial hygiene, the environment or an impediment to working conditions.

HEARTH Act: The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act was signed by President Obama on May 20, 2009. The HEARTH Act amends and reauthorizes the McKinney-Vento Homeless Assistance Act with substantial changes, including: a consolidation of HUD's competitive grant programs, the creation of a Rural Housing Stability Assistance Program, a change in HUD's definition of homelessness and chronic homelessness, a simplified match requirement, an increase in prevention resources, and an increase in emphasis on performance.

Under HUD's Homeless Definition Final Rule, the term is more expansive, establishing four categories of homelessness for use by the homeless assistance programs administered by HUD under the McKinney-Vento Homeless Assistance Act. These categories are:

- a) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: 1) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; 2) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by Federal, state, or local government programs for low-income individuals); or 3) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;
- b) An individual or family who will imminently lose their primary nighttime residence, provided that: 1) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance; 2) No subsequent residence has been identified; and 3) The individual or family lacks the resources or support networks (e.g., family, friends, faith-based or other social networks) needed to obtain other permanent housing;

- c) Unaccompanied youth under 25 years of age, or families with children and youth, that do not otherwise qualify as homeless under this definition, but that:
 - 1) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
 - 2) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
 - 3) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and 4) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or
- d) Any individual or family that: 1) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; 2) Has no other residence; and 3) Lacks the resources or support networks (e.g., family, friends, faith based or other social networks) to obtain other permanent housing.

Homeless Management Information System (HMIS): A software application designed to record and store client-level information on the characteristics and services needs of people experiencing homelessness. Each CoC maintains its own HMIS, which can be tailored to meet local needs, but also shall conform to HUD HMIS Data and Technical Standards.

Housing Inventory Count (HIC): Required by HUD, the HIC is a point-in-time inventory of all of the dedicated beds and units within a Continuum of Care's homeless services system, categorized by type of project and population served.

Housing First: Housing First means a program that provides clients with immediate access to independent permanent housing and supportive services without prerequisites for sobriety or participation in psychiatric treatment. Clients in Housing First programs may choose the frequency and type of supportive services they receive, and refusal of services will have no consequence for their access to housing or on continuation of their housing and supportive services.

HUD encourages all recipients of CoC Program funded PSH to follow a Housing First

approach to the maximum extent practicable. To that end, a Housing First orientation is specified as one of the universal qualities that a coordinated assessment process should include. Coordinated assessment tools should not be used to determine "housing readiness" or screen people out for housing assistance, and therefore should not encompass an in-depth clinical assessment. A more in-depth clinical assessment can be administered once the individual or family has obtained housing to determine and offer an appropriate service package.

Imminent risk of becoming homeless: the likelihood that an individual's or family's circumstances will cause the individual or family to become homeless in the absence of prompt government intervention.

Imminent threat to the health or safety: an act or credible threat of violence on the grounds of a shelter or supportive housing facility.

Individual: Refers to a person who is not a part of a family during an episode of homelessness.

Individual with a disability: a person with a physical or mental impairment that substantially limits the major life activities of the person.

Individualized Case Plan: A written document developed by the Case Manager assigned to work with clients placed in their facility. The plan outlines the goals and objectives for homeless youth and youth at risk of homelessness with collaboration from the Providers. The document delineates the roles and responsibilities of all parties involved in the execution of the case plan. Case plans are reviewed periodically to assess progress and identify barriers to meeting the plan's goals and objectives.

Interim Housing: Shelter or temporary housing programs designed to provide people experiencing homelessness with a stable and safe place to sleep while they pursue permanent housing.

Length of Stay: Defined by HUD, the average cumulative number of days a household receives assistance in a given program intervention. This is measured from entry to exit (or last day of report period) within the given program.

Length of Time Homeless: Defined by HUD, the average cumulative number of days households receive outreach services, emergency shelter, and transitional housing as measured by their sum total days of program participation. For each program enrollment, this is measured from first program entry to exit or last day of report period.

LGBTQ: a person who self-identifies as lesbian, gay, bisexual, transgender, gender nonconforming, non-binary, queer, or questioning their sexual orientation or gender identity and expression.

Meals: means food which is served at a food service site and which meets the nutritional requirements.

Motivational Interviewing (MI): MI is an evidence-based practice and style of working with a client that focuses on allowing the client to direct the change rather than telling the client what they need to do. It is about having a conversation about change. It is a collaborative, personcentered approach to services that elicits and strengthen motivation to change. MI is rooted in an understanding of how hard it is to change learned behaviors, many of which have been essential to survival on the streets or in shelters.

Occupational Safety and Health Administration (OSHA): OSHA is the Federal Government agency responsible for providing the rules and regulations on safety and health requirements in the work place.

Outreach Beds: As defined by this plan, outreach beds refer to shelter for high need individuals, often with severe and persistent mental illness, who are living on the street and are hard to reach and unwilling or unable to engage in services. The primary purpose is to provide a safe and low pressure setting for clients to build trust and begin the engagement process.

Permanent Housing: As defined by HUD, permanent housing refers to community-based housing without a designated length of stay and where the client is the lease-holder. Permanent housing models included in this plan are Rapid Re-Housing, Permanent Supportive Housing, and Targeted Affordable Housing. Individuals and families who are living in permanent housing are no longer considered to meet the HUD homeless definition.

Permanent Supportive Housing (PSH): supportive housing for an unrestricted period of time for individuals and families who were once homeless and continue to be at imminent risk of becoming homeless, including persons with disabilities as defined in 24 C.F.R. 582.5, for whom self-sufficient living may be unlikely and whose care can be supported through public funds.

Likewise, under the CoC Interim Rule, HUD defines PSH as permanent housing in which supportive services are provided to assist homeless persons with a disability to live independently.

Pest Control: Those measures which are necessary to suppress the population of crawling and flying insects, rats, mice, and any other species which become a pest within or around the Facility.

Point-in-Time (PIT) Count: An unduplicated one-night estimate of both sheltered and unsheltered homeless populations. The one-night count, conducted according to HUD standards by CoCs nationwide.

Prevention Services: Those services that assist persons in crisis while creating new resources and service methodologies that reduce the incidence of crisis and prevent an individual or family from becoming homeless. Services typically include financial assistance.

Program Rules: means the set of provider rules, client rights, and complaint and appeal procedures, including those enumerated in this chapter, proposed by a particular provider for the purpose of governing the behavior and treatment of its clients and approved by MOHS.

Progressive Engagement: Defined by the US Interagency Council on Homelessness as a case management strategy of offering a small amount of assistance initially, and adding more assistance as needed to help each household reach stability. This strategy uses the lightest touch possible for each household to be successful, knowing more assistance can be added later if needed. Assessment is critical to this strategy, but for the purpose of identifying a household's strengths and barriers, not to determine the amount of assistance they will ultimately need.

Provider: The Provider is the MOHS' contracting party under this contract. An individual, firm, partnership, corporation, or other organization selected by the City to serve as a subcontractor and to provide shelter and/or supportive services to homeless persons.

Public Assistance: means government-funded payments in or by money, medical care, remedial care, shelter, goods or services to, or for the benefit of the household.

Race Equity: Racial equity is the condition that would be achieved if one's racial identity no longer predicted, in a statistical sense, how one fares. (raceequitytools.org)

Response Time: The time allowed the Provider by MOHS after initial notification to be physically on the premises at the work site, with appropriate tools, equipment and materials, ready to perform the required Work.

Safe Environment: Defined as either: 1) a physical location that protects homeless persons from harm from abuse, assault, threat, exhaustion, or the elements; or 2) a psychological/emotional "space" where homeless persons are entitled to speak, to be respected, to tell their story, to ask for help, and to be heard.

Self-sufficiency: A functional and economic state based on the provision of services that result in less dependency on governmental support systems while at the same time, maintaining permanent housing and employment.

Service Plan: a written plan, collaboratively developed and agreed upon by both the provider and the client, consisting of time-specific goals and objectives designed to promote self-sufficiency and attainment of permanent housing and based on the client's individually assessed needs, desires, strengths, resources, and limitations.

Service Provider: The Provider or subcontractor that provides direct shelter and related services.

Severely Cost Burdened: Households that pay more than 50 percent of their income for housing are considered severely cost burdened by HUD.

Shelter Diversion: Diversion services are used to prevent homelessness for people seeking to into shelter by helping them identify immediate alternative housing arrangements and, if necessary, connect them with services or financial assistance to help them return to permanent housing.

Supportive Services: An array of social services aimed at enabling housing stability and the improved quality of life of an individual or family who is at risk of homeless, experiencing homelessness, or is formerly homeless and requires ongoing assistance. These services may include: employment; physical health; mental health; alcohol and other substance abuse recovery; child care; transportation; case management; and, other health and social service needs which, if unmet, may be barriers to obtaining or maintaining permanent housing.

Toiletries: a personal care kit that may include soap, shampoo, shaving cream, razor, deodorant, feminine hygiene products, toothpaste and toothbrush.

Transitional Housing: a 24-hour housing accommodation provided directly by, or through contract with or grant from, the city, for individuals and families that:

- a) Are homeless;
- b) Require a structured program of supportive services for up to 2 years or as long as necessary in order to prepare for self-sufficient living in permanent housing; and
- c) Consent to a case management plan developed collaboratively with the provider.

Under the Interim CoC Rules, HUD similarly defines Transitional Housing to mean housing in which all program participants have signed a lease or occupancy agreement, the purpose of which is to facilitate the movement of homeless individuals and families into permanent housing within 24 months or such longer period as HUD determines necessary. The program participant shall have a lease or occupancy agreement for a term of at least one (1) month that ends in 24 months and cannot be extended. Individuals and families living in Transitional Housing are included under the HUD Homeless definition.

Trauma-Informed Care: Most individuals seeking public behavioral health services and many other public services, such as homeless and domestic violence services, have histories of physical and sexual abuse and other types of trauma-inducing experiences. Trauma-informed organizations, programs, and services are based on an understanding of the vulnerabilities or triggers of trauma survivors that traditional service delivery approaches may exacerbate, so that these services and programs can be more supportive and retraumatization can be avoided.

Turnover: The rate at which units or beds become available as households exit a program model and/or homelessness.

Weapon: means any pistol or other firearm (or imitation thereof), or other dangerous or deadly weapon, including a sawed-off shot gun, shot gun, machine gun, rifle, dirk, bowie

knife, butcher knife, switch blade knife, razor, black jack, billy club or metallic or other false knuckles, as referenced in § 22-4502, and any air gun, air rifle, canon, torpedo, bean shooter, sling, projectile, dart, BB gun, spring gun, blow gun, other dangerous missile or explosive, or other dangerous weapon or ammunition of any character.

5. REQUIREMENTS

- **5.1.** The Provider(s) shall provide services in the City of Baltimore that is central and easily accessible by the City's homeless population.
- **5.2.** In addition, the Provider(s) shall ensure any subcontractors performing services under this solicitation perform the requirements of their respective subcontracts in accordance with the provisions listed in Section 3, "Requirements" and Section 3, "Applicable Documents." Once the award has been officially granted to the Provider(s), MOHS reserves the right to modify the scope and quantity of services outlined in Section 5.
- **5.3.** The Provider(s) shall maintain active participation in the Baltimore City Continuum of Care, including at a minimum, active and up-to-date Continuum membership, regular attendance at all BCOC meetings, and participation in at least one (1) Continuum committee or workgroup.
- **5.4.** The Provider(s) shall maintain an office within Baltimore City of sufficient size to support the management of the homeless services network and provide space for staff, training, meetings, and files.
- **5.5.** The Provider(s) shall operate all programming according to Housing First Principles.
- **5.6.** The Provider(s) shall establish and maintain a professional work environment among staff and clients that promotes mutual respectful interactions between staff and residents.
- **5.7.** The Provider(s) shall aim to coordinate resources to ensure community-level results align with the city's priorities and meet clients' needs effectively.
- **5.8.** The Provider(s) shall provide service delivery that is trauma-informed and acknowledges the state of crisis characteristic of many clients experiencing homelessness.
- **5.9.** In addition, the Provider(s) shall endeavor to collect the address and contact phone number (if any) of a person to be contacted in case of emergency.
- **5.10.** The Provider(s) shall review, explain, and provide each household with a copy of the MOHS approved program rules for the temporary housing sites during program intake. The Provider(s) shall also ensure these rules are posted in common areas, including dining rooms, meeting areas, common hallways and administrative offices, in each building.
- **5.11.** The Provider(s) will comply with standards of care and race equity practices and policies as they are established by the BCOC.

6. STAFFING REQUIREMENTS

- **6.1.** The Provider(s) shall develop and submit, for MOHS approval, a code of conduct policy for all staff. The policy shall ensure all staff treat clients with a high standard of professionalism, dignity, safety, service quality, and respect.
- **6.2.** The Provider(s) shall develop and submit a plan to the Program Administrator (PA) that includes the minimum requirements. The Provider(s) shall include; at minimum, recruitment strategies, staff retention, training and replacement strategies (i.e. when an unexpected vacancy occurs), organizational structure, organizational charts, position descriptions, and staffing qualifications.
- **6.3.** MOHS reserves the right to demand a change in or removal of any staff provided by the Provider(s) or any subcontractors based on unsatisfactory performance at no additional cost to the MOHS.
- **6.4** The Provider(s) shall ensure that background checks are completed prior to the start of employment and provided to MOHS. The Provider(s) shall ensure it includes a re-certification process in its staffing plan.
- **6.5.** The Provider(s) shall ensure that background checks are applied to all positions per their function.
- **6.6.** The Provider(s) shall maintain job descriptions, resumes, training verification, and annual evaluations for each staff person. The Provider(s) shall provide updated information to MOHS within thirty (30) days when there is a change in personnel.
- **6.7.** The Provider(s) shall provide and maintain client documents in a locked file with access by senior management staff and MOHS monitors in accordance with the Client File Management Storage policy.
- **6.8.** The Provider(s) shall maintain an organizational chart that shows the reporting relationship and function of key staff persons.
- **6.9.** The Provider(s) shall maintain a written job description for each position funded through the contract that must be included in the Provider(s)' files and be available for inspection on request by the PA. The job description shall include:
 - a) Education, experience, and/or licensing/certification criteria,
 - b) A description of duties and responsibilities,
 - c) Hours of work, and
 - d) Performance evaluation criteria.
- **6.10.** The Provider(s) shall maintain an individual personnel file for employee working under the contract which will contain:

- a) The application for employment;
- b) Professional and personal references;
- c) Applicable credentials/certifications;
- d) Personnel actions including time records;
- e) Documentation of all training history;
- f) An annual evaluation for the current or preceding year;
- g) Notation of any allegations of professional or other misconduct;
- h) The Provider(s)' action with respect to these allegations;
- i) The date and reason for the Provider(s)' actions if staff member is terminated;
- j) Documentation of a current Tuberculosis Test.
- **6.11.** The Provider(s) shall make available all personnel materials to MOHS upon request.
- **6.12.** The Provider(s) shall provide orientation sessions for each staff member covering administrative procedures, program goals, and policies and practices to be followed under this SOW.
- **6.13.** The Provider(s) shall maintain, if professional volunteers are used, a personnel file for each volunteer that will contain:
 - a) Background check;
 - b) Documentation of professional and personal references;
 - c) Applicable credentials/certifications;
 - d) Training completed;
 - e) Information documenting skills that contribute toward the success of this contract;
 - f) Notation of any allegations of professional or other misconduct;
 - g) The Provider(s)' action with respect to the allegations;
 - h) The date and reason for the Provider(s)' actions if the volunteer is terminated from the contract;
 - i) Documentation of a current Tuberculosis Test for those volunteers having direct contract with clients.
- **6.14.** The Provider(s) shall provide any changes in staffing patterns in writing to MOHS for approval. Changes in staffing patterns includes, but is not limited to, organization restructures, key personnel turnover, or staff augmentation.
- **6.15.** The Provider(s) shall ensure that sufficient professional staff are available to provide training, technical assistance, contract administration, financial management, oversight and monitoring for all provided services. The Provider(s) shall ensure that all staff shall have a tuberculosis test.

- **6.16.** The Provider(s) shall submit a staffing plan to MOHS. At a minimum, the Provider(s)' professional staff shall include:
 - a) Program/Project Director (or equivalent): The Program Director must at minimum a Bachelor's Degree (or its equivalent in experience) in the Human Services field, and professional knowledge of the theories, principles, techniques, and practices of social service delivery systems. He/she must have a minimum of 4 years professional or supervisory and/or managerial experience in the human services and/or Medicaid service delivery.
 - b) Residential Aide/Monitor (RA): The RA staff is responsible for the safety and security for the staff, clients and the facility. All shift personnel are required to be awake and alert during their duty hours. During each shift, RA staff shall patrol the facility to ensure the safety of the facility and its inhabitants.
 - c) Case Manager: The Provider(s) shall ensure the case management duties assigned to a staff member appropriately matches their qualifications, skills, and competence necessary to perform the case management tasks. Any individual without a degree in any of the human services fields who serves as case manager or any individual providing direct services within this case management contract must have documented minimum training and experience in the following areas within 3 months of being employed by the Provider(s):
 - i. Knowledge of Health Insurance Portability and Accountability Act of 1996 (HIPPA) Standards
 - ii. Knowledge of the Coordinated Access System policies and procedures
 - iii. Knowledge of Americans with Disabilities Act of 1990 (ADA) and reasonable accommodation
 - iv. Motivational Interviewing
 - v. Service Plan Development
 - vi. Clinical Documentation and Maintaining Case Records, including use of the HMIS
 - vii. Training in Cultural Responsiveness to Diverse Populations
 - viii. Knowledge Substance Abuse Disorders
 - ix. Knowledge of Mental Health Disorders
 - **6.17.** If the Provider(s) serves minor children in the program, at least one (1) staff member must be assigned as the McKinney-Vento liaison. This liaison will be responsible for ensuring the educational rights of homeless students are met and that all children are provided with their federally-protected rights to school enrollment, transportation,

participation in activities, and more (https://www2.ed.gov/policy/elsec/guid/secletter/160726.html).

- **6.18.** Further, such individuals must have a minimum of two (2) years of experience with homeless programs or provision of social services. (Note, the two years of experience may be waived if the candidate for employment can document having experienced homelessness.)
- **6.19.** The Provider(s) shall identify at least one (1) staff member who will serve as an equity liaison. This liaison will be trained in cultural responsiveness to diverse populations and will coordinate with internal leadership as well as external agencies to ensure matters of diversity, equity and inclusion are handled accordingly.
- **6.20.** The Provider(s) shall maintain documentation of the names and reporting relationships of the key personnel that will be used to perform the work under the proposed contract. The Provider(s) shall also maintain documentation that personnel possess adequate training, certifications, qualifications, and competence to perform the duties to which they have been assigned.
- **6.21.** At minimum, the Provider(s) shall ensure that each household that is experiencing homelessness with foreign language needs receive case management services without any interruption or delay in service delivery. The Provider(s) shall ensure that individuals or families with bilingual needs meet the minimum case management requirements.
- **6.22.** The key personnel specified in this solicitation are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Provider(s) shall notify MOHS at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Provider(s) shall obtain written approval of MOHS for any proposed substitution of key personnel.

7. TRAINING

- **7.1.** The Provider(s) shall be responsible for ensuring its staff and any subcontractors receive appropriate training. The Provider(s) shall provide MOHS with a training plan within thirty (30) days of award that describes trainings to be provided, schedule of trainings, and whether trainings will be provided by the Provider(s), MOHS, or other entity.
- **7.2.** Trainings shall include, at a minimum, the following topics below:
 - 1. Homeless Management Information System
 - 2. Coordinated Access System;
 - 3. Housing First;
 - 4. Reasonable Accommodations and ADA;
 - 5. Emergency Preparedness;
 - 6. Customer Service Training;
 - 7. Cultural Responsiveness (including LGBTQ cultural responsiveness);

- 8. Trauma Informed Care;
- 9. Motivational Interviewing;
- 10. CPR First Aid; Bloodborne Pathogens Training
- 11. Unusual Incident Reporting (UIR);
- 12. Landlord-Tenant Rights and Responsibilities;
- 13. Suicide Risk Assessment and Prevention:
- 14. Language Access Line;
- 15. Mental Health First Aid;
- 16. Non-Violent Crisis Intervention;
- 17. Boundaries and Confidentiality;
- 18. Race Equity and Homelessness;
- 19. Naloxone/overdose;
- 20. Understanding Lived Experience of Homelessness.

8. MONITORING REQUIREMENTS

- **8.1.** The Provider(s) shall ensure that all programs and services for which it operates or has oversight comply with applicable program rules and are in compliance with the City and Continuum of Care's goals and priorities.
- **8.2.** The Provider(s) shall confirm the temporary housing site has a Certificate of Occupancy, maintains safe facilities that are in compliance with fire safety requirements, maintains required documentation, maintains case records, provides case management services, maintains personnel records, provides required staff training, and provides for customer feedback.
- **8.3.** The Provider(s) understand(s) that authorized representatives of the City of Baltimore shall have the right to monitor and conduct on-site inspections at the temporary housing sites. The City of Baltimore and MOHS reserve the right to conduct both announced and unannounced site visits, as deemed necessary. The Provider(s) shall participate in and make staff and space available for all monitoring visits and shall make available any and all requested information (including information regarding resident feedback/satisfaction) during or prior to the inspection as requested by MOHS.
- **8.4.** The Provider(s) shall conduct quarterly fire drills across shifts in accordance to Baltimore City law at the temporary housing sites and maintain fire inspection records to document compliance.
- **8.5.** The Provider(s) shall be in compliance with fire safety requirements at the temporary housing sites as specified below:
- a) Fire Extinguishers: The Provider(s) shall require having functioning fire extinguishers at all shelter programs in the following areas: kitchens, laundry rooms, and hallways or common open space. All fire extinguishers are to be serviced yearly by a licensed professional fire extinguisher company. When serviced, each fire extinguisher will be tagged and dated. A copy of the service contract shall be available to the CA upon

request.

- b) Smoke Detectors: The Provider(s) shall provide smoke detectors in all shelter facilities in the following areas: all sleeping areas, communal areas, laundry rooms, and kitchens. This includes both adult and family shelters. All battery-operated smoke detectors will be tested during the fire safety checks conducted by MOHS and the Provider(s). Hardwire smoke detectors are to be serviced annually by a licensed professional company. A copy of the service contract should be provided to the PA upon request.
- c) Evacuation Plans: The City of Baltimore shall provide the Provider(s) with an evacuation plan for each facility. The Provider(s) shall ensure that the plan is posted in all appropriate locations (i.e. near exit signs, elevators, hallways, stairwells).
- d) Exit Signs: The Provider(s) shall have exit signs at all exits. Electrical exit signs shall have working lights bulbs and be operating correctly. Paper exit signs are to be properly posted and secured over or near exit doors.
- e) Fire Drill Logs: The Provider(s) shall ensure that fire drills at all sites are conducted every month to ensure the safety of the residents and staff. Following each fire drill, a fire drill form shall be completed by the Provider(s) and filed for review in a fire drill logbook. Fire drill logs should include the following information on the form:
 - i. Time and date of fire drill.
 - ii. Number of participants (staff and residents).
 - iii. Weather conditions.
 - iv. Signature line and a line with name printed of the person completing form and the organization they represent.
 - v. How much time it took for everyone to leave the building.
- **8.6.** The Provider(s) shall be in compliance with all local, State, and federal ADA requirements. The monitoring plan shall include ADA requirements to ensure that services are accessible to families with disabilities.

9. REPORTING REQUIREMENTS

- **9.1.** The Provider(s) shall submit monthly summary reports to MOHS regarding the progress towards task completion and SOW requirements. The monthly report shall include information on services provided to households in Section 5, requirements.
- The report shall be submitted with the monthly invoice.
- **9.2.** The Provider(s) shall ensure that the report, at minimum, includes the number of clients served, services rendered to each family, and, if relevant, the name of the subcontractor providing the service. The reporting format will be shared upon award of contract.

- **9.3.** The Provider(s) shall report unusual incidents to MOHS no later than two (2) hours or the next business day of the incident if that incident happens outside of business hours in accordance with the incident reporting policy provided by MOHS.
- **9.4.** If an incident resulting in bodily injury requiring medical attention to any person(s) or substantial damage to personal and/or real property to such a degree it requires repair or replacement by the City, the Provider must provide a written report to the City within twenty-four (24) hours.
- **9.5.** If an incident results in death or report of a missing child under the age of eighteen (18), the Provider shall 1) file an official police incident report; 2) notify the City within two (2) hours of the incident and; 3) Provide a copy of the incident report to the City within thirty (30) days upon completion of the police incident report and/or concluded investigation of the incident.
- **9.6.** An unusual incident is an event that affects staff (Provider(s) employees or network provider staff, or volunteers) or customers and is significantly different from the regular routine or established procedures. Examples of these incidents include, but are not limited to:
 - a) Death;
 - b) Injury;
 - c) Unexplained absence of a client;
 - d) Physical, sexual, or verbal abuse of a client by staff or other clients;
 - e) Staff negligence;
 - f) Fire;
 - g) Theft, destruction of property, or sudden serious problems in the physical facility;
 - h) Complaints from families of clients;
 - i) Requests for information from the press, attorneys, or government officials outside of MOHS staff involved with the contract; and
 - j) Client behavior requiring attention of staff not usually involved in their care;
 - k) CPS involvement, termination of child custody during shelter stay.
- **9.7.** The Provider(s) shall submit a final, annual report to MOHS no later than the thirtieth (30th) day after end of current period of performance. This report will summarize all service delivery data, accomplishments, issues, outcomes, and recommendations.
- **9.8.** The Provider(s) shall adhere to specific reporting requirements set forth in each service under this contract.
- **9.9.** The Provider(s) shall participate in the City of Baltimore's annual Point-In-Time (PIT) count.

10. RECORDKEEPING

- **10.1.** The Provider(s) shall develop, within thirty (30) days of the contract award, a system for maintaining records that shall include:
- a) A signed copy of the contract and any subcontracts;
- b) The scope of work;
- c) Measurable goals and performance targets;
- d) Program budget: to include line item categories for all costs, which include personnel and non-personnel costs. Personnel costs shall include, at minimum, labor and fringe benefits by each position. Non-personnel costs shall include, at minimum, services (supportive and direct), administrative fees (i.e. supplies, materials, equipment), food, and other operating costs;
- e) Program personnel list;
- f) Job descriptions;
- g) Organizational chart to include all departments and personnel that are involved with any of the requirements in this scope;
- h) Organizational budget;
- i) Organization's most recent annual report;
- j) Certificate of Occupancy;
- k) Business license;
- 1) Signed certification of Provider(s)' fiscal controls;
- m) Lease agreements;
- n) Insurance policies;
- o) Workplace policies to include, but are not limited to, all HR, operations, and administrative policies consistent and in compliance with local, state, and federal laws, regulations, and rules;
- p) Evidence of coordination and collaborative agreements;
- q) Lead based paint disclosure form;
- r) Certification of participation of formerly homeless individual(s) on board or advisory board;
- s) Signed copy of the most recent audit or financial report.
- **10.2.** The Provider(s) shall ensure that the system for record maintenance shall cover all services in this SOW. If the Provider(s)' subcontracts the services in this SOW, then the Provider(s) is/are responsible for ensuring that all subcontractors adhere to its system for record maintaining.
- **10.3.** The Provider(s) shall comply with the guidelines of the Office of Management and Budget (OMB) Super Circular A200.
- **10.4.** The Provider(s) shall maintain clients' records at the temporary housing sites (or Provider(s)/subcontractor's office when applicable) electronically and/or non-electronically, which shall include basic case management forms and documentation, including but not limited to: Eligibility Determination (either homeless, disabled, or from a targeted population); Intake Information; Resident Contract; Program Rules (approved by MOHS); Listing of Rights and Responsibilities; Release of Information Form; Initial Assessment;

Case Management Plan; and Case Notes. All information provided to the client (e.g., program rules, resident contract) should include a client-signed acknowledgement of receipt, which should also be maintained in the client file that the city of Baltimore has 24/7 access to.

11. CLIENT GRIEVANCES

- **11.1.** The Provider(s) shall comply with all procedures for filing grievances and resolution with the shelter rules. The Provider(s) shall post these procedures in common areas, including in dining rooms, meeting areas, common hallways and administrative offices at each temporary housing facility.
- **11.2.** The Provider(s) shall ensure any subcontractors adhere to the established uniform procedures for filing all grievances.
- **11.3.** The Provider(s) shall ensure all filed grievances; including any grievance filed by subcontractors, are properly documented electronically. The Provider(s) shall submit a monthly, electronic report of all grievances and resolution plans to the PA.
- **11.4.** The City of Baltimore reserves the right to demand a change in or removal of staff provided by the Provider(s) or the subcontractors based on retaliation towards clients for soliciting feedback. Retaliation grievances shall be reviewed and substantiated by the PA before any demand is made.
- **11.5.** The Provider(s) shall comply with applicable federal, State, and local statutes and regulations, including eligibility determination, client due process rights to an Administrative Review and Fair Hearing, and non-discrimination.

12. FINANCIAL MANAGEMENT AND INVOICING

- **12.1.** The Provider(s) shall establish and maintain a financial management system for the monthly disbursement of payments to any subcontractors. The Provider(s)' financial management system, shall, at minimum, track disbursements and expenditures for each subcontractor by month.
- **12.2.** The financial management system shall track expenditures for each subcontractor by quantity of goods and/or services and line item category. Line item categories may include, but are not limited to, personnel costs, services (supportive and direct), administrative fees (i.e. supplies, materials, equipment), food, and other operating costs.
- **12.3.** The Provider(s) shall submit monthly invoices MOHS within eight (8) calendar days after the close of each month utilizing the template provided in the contract. Invoices from the Provider(s) shall include, at minimum, name and remittance address of the business concern, invoice number, date, contract number, purchase order, or other authorization for delivery of goods or services.

- **12.4.** Description of services, supplies, materials and equipment; price and quantity of goods and services actually delivered or rendered: price and quantity of goods and services actually delivered or rendered; Provider(s)' DUNS number; Backup documentation for each subcontractor, which shall include all expenditures by quantity and line item category.
- **12.5.** The Provider(s) shall only submit monthly invoices for delivered goods and services. The invoices shall include quantity of delivered goods and services.
- **12.6.** The Provider(s) shall include a reconciliation of all monthly expenditures in its submission. This includes, but is not limited to, all subcontractor invoices.
- **12.7.** The Provider(s) shall identify and include all federal earmarked fund use in monthly invoices.
- **12.8.** The Provider(s) shall comply with, and ensure any subcontractors comply with, all provisions of the Settlement Agreement between the U.S. of America and the MOHS under the Americans with Disabilities Act.

13. DATA COLLECTION, REPORTING AND SHARING REQUIREMENTS

- **13.1.** The Provider(s) shall use, and shall require any subcontractors providing direct services to clients use, the MOHS' HMIS to capture client-level data, including bed-lists, data collection, and case management notes and supporting documentation to track progress in meeting milestones in clients' housing and self-sufficiency plans, in accordance with standards and policies governing the use of HMIS.
 - a) The Provider(s) shall assign a staff person to serve as the HMIS "Representative" for the Provider(s) to ensure compliance with Baltimore City HMIS Policies and Procedures, serve as primary contact for all concerns related to HMIS privacy and security and ensure all staff and subcontractors using HMIS are properly trained.
 - b) The Provider(s) shall actively participate in HMIS to be eligible for fund reimbursement during the performance period.
 - c) The Provider(s) shall submit a complete data set on all program clients served within the timeframe required by HMIS Policies and Procedures. This includes universal, program-specific, and local continuum data elements for required report completion. Examples of required activities include completing a program entry assessment, annual assessment, and exit assessment. Client data shall be updated on an interim basis as needed (ex: change in income, change in household composition).
 - d) The Provider(s) shall obtain client consent before submitting personally identifying information according to procedures outlined in the HMIS Policies and Procedures, HMIS participating agency agreement and in compliance with state law. The Informed Consent and Release of Information Form is currently available on the MOHS website. The Provider(s) must enter all required data according to the client's consent status, and as outlined in the HMIS Policies and Procedures and Privacy Notice available on the MOHS website.

- e) Clients may not be refused services based solely on their refusal to provide personally identifying information for the HMIS. This is not meant to prevent agencies from collecting information required for eligibility screening or other internal Provider(s) requirements.
- f) Acknowledging the paramount need for confidential domestic violence programs to protect the safety of survivors of domestic violence, personally identifying information should not be entered into HMIS by said programs. Instead, domestic violence programs may use a comparable database certified by the MOHS HMIS team as meeting all HUD data collection and reporting requirements.
- g) The quality of HMIS data is an important component of the Continuum of Care's annual funding application, therefore as a community we strive to have 95% of the data elements in HMIS correct. Agency data quality will continue to be a consideration for future funding and periodic data quality monitoring will take place according to the schedule set in the HMIS Policies and Procedures.

14. COORDINATED ACCESS REQUIREMENTS

14.1. The Provider(s) shall ensure that case managers complete a Coordinated Access permanent housing assessment with every client who cannot self-resolve their homelessness and are in need of medium- or long-term housing assistance. This assessment shall be completed within two (2) weeks of program entry and attempts to conduct the assessment shall be logged in HMIS. For clients that are considered "prioritized" by the Coordinated Access System for permanent housing assistance, the Provider(s) must ensure that case managers provide clients with navigation services - assisting clients with obtaining complete homeless history documentation, verification of disability, and obtaining all required forms of identification. These activities must be done in accordance with Coordinated Access System Policies and Procedures.

15. MATCH AND LEVERAGE REQUIREMENTS

- **15.1.** The Provider(s) shall submit to MOHS for approval a budget including a minimum ten percent (10%) match. This match requirement can be met through a combination of cash match, in-kind services, and donated materials. The match shall be for eligible activities under this contract. In-kind donations and volunteer services and their monetary value should be tracked on a monthly basis and documented as a part of the invoicing for the contract. If in-kind donations and volunteer services do not provide ten percent (10%) of the annual budget, the Provider(s) will be expected to provide a cash match to meet the requirement.
- **15.2.** Examples of in-kind donations or volunteer services include, but are not limited to, meal or snack donations/preparations/serving/delivery, clothing, furniture, supplies (i.e. personal hygiene products), and equipment.
- **15.3.** The Provider(s) shall report the proposed ten percent (10%) match source in an itemized format with the submission of its annual budget and track actual match secured/utilized on a monthly basis with their invoice submission. If the Provider(s) is unable to match the ten percent (10%) requirement, payment shall be submitted at the end of the performance period.

- **15.4.** The Provider(s) shall facilitate public/private collaborations to ensure that services funded under this contract are coordinated with other services provided throughout the Continuum of Care, and that the city's investments are used to leverage additional investments/donations to the maximum extent possible to address the needs of homeless families.
- **15.5.** In addition to services required by this Statement of Work, the Provider(s) shall demonstrate collaboration and leveraging of resources with community partners to provide additional services the households may require. Sources that demonstrate this collaboration include letters of leverage, signed agreements, MOU's or donation receipts. The Provider(s) shall have formal, written agreements in place with community partners, or in the case of City of Baltimore services, a liaison established with the city, for the provision of the services in this SOW to the homeless families served by the system. The Provider(s) shall be able to demonstrate direct and coordinated links to community partners.

16. EMERGENCY PREPARATIONS

16.1. The Provider(s) shall establish and maintain the capacity to provide and implement Emergency Preparedness Plans for households accessing homeless services in the event that there is a disaster or declared emergency. The Emergency Preparedness Plan shall provide guidance and direction that will enable all staff as well as residents and clients to respond effectively to emergency situations or conditions that may cause harm to staff, residents or visitors or damage property within or outside the facility. The Provider(s) shall provide to the PA an Emergency Preparedness Plan within thirty (30) days of the contract award. The Emergency Preparedness Plan shall include, at minimum, all aspects of operations such as key staff contact information, communication protocol, transportation, shelter, food provision, supply distribution, and other service delivery. The Plan shall also include at least the following components:

- Identified Lead in charge or designee during emergencies;
- Identified principal assistant in charge in case the Lead is unavailable or absent;
- Detailed Training Plan and procedures that ensure:
 - All staff members, residents and clients have knowledge of emergency signals, actions and evacuation procedures; and;
 - Emergency equipment is operating and readily available in case of emergency (e.g., emergency medical kits, flash lights, etc.);
- Designated evacuation routes, assembly areas, shelter in place rooms and areas of rescue/refuge;
- Established and publicized emergency communications systems;
- Organized drills and/or emergency rehearsals (e.g., evacuation, shelter in place, lockdown, earthquake, etc.);
- Scheduled timeframe for plan review and updates; and,
- Description of how Provider(s) will continue providing mission critical services in an emergency or catastrophic event.

- **16.2.** The Provider(s) shall provide Emergency Preparedness training to service provider staff to ensure readiness when there is a disaster or declared emergency.
- **16.3.** The Provider(s) shall maintain a back-up site that will ensure the continuation of operations in the event that a disaster or catastrophe destroys or makes unusable the administrative offices of the Provider(s). The Provider(s) shall provide the location to the PA within thirty (30) days of award.
- **16.4.** The Provider(s) shall collaborate with MOHS in the implementation of the Emergency Preparedness Plan in the event of a disaster or declared emergency.
- **16.5.** The Provider(s) shall ensure the back-up site meets all standards and requirements set forth in this SOW.

17. SHELTER SERVICES

- **17.1.** The Provider(s) shall provide 24-hour shelter services to households experiencing homelessness who are preparing to move towards self-sufficiency and transition to permanent housing. Accommodations provided shall include a living space that has a bed, bed linen, storage for personal belongings, common areas (dining, group activities, designated outside smoking, and bathrooms), and administrative space.
- **17.2.** The Provider(s) shall ensure that housing units are maintained and inspected weekly between the hours of 9:00am to 5:00pm with reasonable notice of the planned inspection to ensure that minimal standards are met for unit upkeep.
- **17.3.** The Provider(s) shall be expected to utilize the designated number of overflow beds as a "safety net" to prevent shelter from refusing homeless persons during the non-winter shelter season (April 1 through October 14). During the winter shelter season (October 15 through March 31), the Provider(s) will be expected to increase shelter service capacity to include the designated number of over flow beds.

18. FACILITY MANAGEMENT AND OPERATIONS

- **18.1.** The Provider(s) shall be responsible for day-to-day operations at the temporary housing site for which services are contracted. Operations do not include case management, which is a separate and distinct set of services.
- **18.2.** The Provider(s) shall provide appropriate oversight of clients while in the facility and enforce program rules. The Provider(s) shall retain a strong emphasis on customer service, and shall use practices including trauma informed care, and other de-escalation and conflict resolution techniques.
- **18.3.** The Provider(s) shall ensure that staff working an overnight shift stay awake and alert during their shift. The Provider(s) shall work to keep noise within the facility at a minimum once lights have been.

18.4. The Provider(s) shall enter maintenance requests into the City's online maintenance portal, Archibus, within forty-eight (48) business hours.

19. CASE MANAGEMENT

- **19.1.** The Provider(s) shall provide case management services that:
 - 1. Provide service delivery in a manner consistent with trauma informed practices, treating households with dignity and respect, displaying sensitivity, acknowledging trauma and the state of crisis homeless persons may be experiencing;
 - 2. Provide skilled case management that is solution-oriented and strength-based. Case management should focus on competencies, empowerment and shared responsibilities to increase client self-sufficiency. Onsite case management services shall include assistance obtaining necessary documentation, apply and qualifying for benefits; participate in coordinated entry and connect case managed clients with appropriate agencies and available services;
 - 3. Facilitate meaningful, coordinated connections to needed services and supports outside of the homeless system.
- **19.2.** Each Case Manager shall seek to engage clients at a minimum of twice per month. All engagements shall be fully documented in HMIS.
- **19.3.** Individualized Case Plans shall establish a timetable with clearly defined action steps that both the client and case manager view as reasonable and attainable, as reflected by the client and case manager signatures. A Housing Stabilization Plan is expected to contain multiple goals that reflect several life domains that will be worked on simultaneously. It is anticipated that households will receive a copy of their Housing Stabilization Plan which may be updated frequently to depict the need for flexibility due to progression.

20. ENGAGEMENT IN CASE MANAGEMENT SERVICES

20.1. The Provider(s) shall ensure that the case management approach emphasizes urgency and prioritizes prevention and diversion whenever possible. When working with clients, case management should emphasize a sense of urgency when planning a resident's exit from the shelter into housing. Case management tasks should be undertaken as a partnership between the case manager and the client to achieve goals that they mutually define, set and update as the Housing Stabilization plan proceeds.

21. REQUIREMENTS TO INCORPORATE THE LIVED EXPERIENCE AND EXPERTISE OF SHELTER RESIDENTS

21.1. The lived experience and expertise of people experiencing homelessness is essential to effective planning, decision-making, and implementation of services. The Provider(s) shall:

- **21.2.1.** Include a procedure for soliciting client feedback for the purpose of continuous programmatic improvement. The procedure must include strategies to solicit feedback directly and anonymously without the potential for retaliation from staff and ensure that participation is optional. The procedures for soliciting client feedback platforms may include, but are not limited to:
 - a. Town hall meetings attended by program supervisors and senior management;
 - b. A locked comment box only accessible by senior management;
 - c. A periodic customer service survey (survey administration shall ensure that clients are provided the opportunity to respond based on their length of stay);
 - d. Focus groups or collaborative planning sessions;
 - e. The development of a residential council, led or co-led by people with lived experience, to solicit feedback and engage with the Provider(s) to improve the quality of services.
 - f. Reports to the equity liaison.
- **21.3.** Conduct an annual Customer Satisfaction Survey of the clients and provide to MOHS all Customer Satisfaction Survey responses within thirty (30) days of completion. The Provider(s) shall submit a summary report of all survey findings. The Provider(s) shall strategize and collaborate with the PA on the survey methodology, which shall be mutually agreed upon prior to its execution. The survey methodology, at minimum, shall include sampling, questionnaire content, data analysis, and a plan to review results with residents. It should also include options for submitting survey feedback anonymously.
- **21.4.** Ensure the participation of people with lived experience of homelessness on the Provider(s)' board, advisory board, or a relevant planning committee.
- **21.5.** Collaborate with the Baltimore City Continuum of Care's Lived Experience Advisory Committee in the following ways:
 - a. Post flyers in the facility to announce this opportunity to all clients.
 - b. Identify a representative to meet at least biannually with the Committee to jointly discuss progress and challenges.
 - c. Ensure that staff participate in available trainings organized by and/or led by representatives of the Committee.
 - d. Consult with the Committee on the development of procedures and client satisfaction surveys.
 - e. Through the PA, support the Committee's engagement with the shelter via participation in on-site shelter assessments and independent surveys.

22. PEST MANAGEMENT

22.1. The Provider(s) shall implement methods to prevent and suppress pest populations through sanitation, waste management, and assessment of the effectiveness of these methods from pest including, but not limited to:

- a) Indoor and outdoor populations of rodents such as rats, mice, squirrels, pigeons, and insects including cockroaches, bed bugs, arachnids, and other arthropods, and flying insects such as flies, bees, and wasps;
- b) Outdoor populations of potentially indoor-infesting species that are within the property boundaries;
- c) Nests of stinging insects within the property boundaries;
- d) All excluded pest populations that are incidental invaders inside the building, including winged termite swarmer's emerging indoors;
- e) The Provider(s) 'representative shall report any evidences or suspicion of bed-bugs or any other pestilence to the shift Supervisor and the PA immediately. The Provider(s) shall coordinate immediate pest control and quarantine measures with the PA to prevent and suppress further spread of pestilence;
- f) The Provider(s) shall immediately notify the shift supervisor and the PA if it notices any pests and shall assist in the control unless the PA instructs otherwise.

23. TRASH, WASTE, AND RECYCLING SERVICES

- **23.1.** The Provider(s) shall provide the following trash, waste, and recycling services:
 - a) Trash: All trash and recycling throughout the entire building, including but not limited to restrooms, office spaces, conference areas, clinic, kitchen and cafeteria shall be collected and removed throughout the day. Trash and recycle containers shall be emptied and kept clean, odor-free, and free of dirt, dust, debris, residue, and spilled materials. Plastic liners for all trash container, debris containers, and recycling bins shall not be torn, worn, or contain residue.

24. MONITORING AND SECURITY

- **24.1** The Provider(s) shall maintain an appropriate number of shelter monitors and security guards on all shifts to ensure client and staff safety as well as to reinforce program / facility rules. The Provider(s) shall ensure that monitors and/or security guards assignments may include, but are not limited to, the following duties and responsibilities:
 - a) Access oversight;
 - b) Package screening;
 - c) Personnel screening;
 - d) Traffic oversight;
 - e) Communications and dispatching;
 - f) Frequent facility rounds;
 - g) Emergency and event response.
- **24.2.** The Provider(s) shall ensure that monitors and/or security guards are familiar with the area of their assignments. Off-boarding monitors and/or security guards should provide a brief to on-boarding employees of the events and occurrences that have recently happened, are continuing, or are anticipated for the assignment.

- **24.3.** The Provider(s) shall ensure that monitors and/or security guards shall be mentally alert and physically ready to operate and enforce the access/egress oversight.
- **24.4.** The Provider(s) shall develop and submit a code of conduct policy for all monitors and security guards. The policy shall ensure that staff are professional and courteous towards clients at all times during shift hours.
- **24.5.** The Provider(s) will ensure that monitors and/or security guards receive training in the basics of harm reduction, trauma informed approaches to client engagement, racial equity and cultural responsiveness, including LGBTQ cultures, to ensure appropriate interactions with diverse client populations;
- **24.6.** The Provider(s) shall ensure that monitors and/or security guards assigned to access/egress assignments shall be knowledgeable of the location and use of the nearest first aid kit, fire extinguisher, fire alarm, emergency exits, and duress alarm (if any), and shall be ready, willing, and able to use them as necessary and as required by the assignment protocols.
- **24.7.** The Provider(s) shall ensure that monitors and/or security guards will oversee access to the assignment area by observing, detecting, and reporting violations of regulations as directed by the Program Manager.
- **24.8.** Monitors and/or security guards shall provide and maintain complete and effective surveillance, inspection, and protection of all internal and perimeter areas within the designated parameters and limits of the assigned area.
- **24.9.** The Provider(s) shall ensure that monitors and/or security guards shall perform package inspection when and as directed by the Program Manager, or as directed by MOHS in the event of an emergency or an elevated security posture. These inspections may be conducted using automated technology or by manual, visual surveillance and include, but are not limited to, inspection of packages, briefcases, purses, canisters, bags, valises, and other containers in the possession of clients. Admittance will be denied to those persons refusing to submit to a voluntary inspection, except for those persons exempted by specific government directive.
- **24.10.** The Provider(s) shall ensure that monitors and/or security guards be required to answer questions and provide directions to clients regarding non-programmatic related inquiries. Prior to arriving on duty, each monitor and security guard shall be familiar with the name, address, and location of his/her assignment, as well as the orders of the assigned area. Each monitor and security guard shall be familiar with the locations within the facility of the most commonly sought-after offices or locations, such as service offices, restrooms, elevators, entrances and exits, and parking areas, and shall provide that information to any visitor upon request.
- **24.11.** The Provider(s) shall ensure that monitors and security guards will conduct rounds in accordance with routes and schedules. They will observe, detect, report, and respond to all suspected or apparent safety concerns or shelter rule violations. Monitors will be responsible for roving and for maintaining logs, reports, and files of all incidents and occurrences

encountered during the rounds. Monitoring duties will be performed in a professional manner, observing the environment, and, when necessary, questioning those persons whose activities arouse concern. Monitors will serve as the first responder to all security alarms and emergencies occurring within the area of assignment.

- **24.12.** The Provider(s) shall ensure that monitors and/or security guards do not disengage, shut off, remove, reposition, obstruct, or in any way interfere with the government video surveillance cameras/systems.
- **24.13.** The Provider(s) shall ensure that monitors immediately notify their supervisor, the PA, and MOHS if any of the systems under their control malfunction, fail completely, or otherwise need maintenance.
- **24.14.** The Provider(s) shall ensure that monitors and security guards observe building occupants for safety and compliance with the program and the facility's posted rules and regulations. Monitors and security guards shall also identify, report, delay, or detain those persons who violate the rules and regulations as appropriate.
- **24.15.** The Provider(s) shall ensure that monitors turn off unnecessary lights; check safes and security containers, lock repositories, and cabinets; close and secure open windows; close and secure doors, gates and other facility access points; and perform any other additional duties.
- **24.16.** The Provider(s) shall ensure that monitors and security guards will be required to perform other such functions as may be necessary in the event of situations or occurrences such as civil disturbances, attempts to commit espionage, sabotage, or other criminal acts adversely affecting the security and/or safety of the staff, program participants, MOHS employees, or visitors.

25. FOOD SERVICES

- **25.1.** The Provider(s) shall provide and serve meals at standard and reasonable times to all shelter residents, twice daily, three hundred sixty-five (365) days a year.
- **25.2.** The Provider(s) shall be responsible for receipt of meals and verification of count and quality of meals. The Provider(s) shall also be responsible for plating/serving food for clients, clean-up, and appropriate storage of any remaining items following the meal service.
- **25.3.** The Provider(s) shall ensure that compliance is upheld for all local, State, and federal food service laws, rules, and regulations.

26. MEAL MENUS AND PREPARATION

26.1. The Provider(s) shall provide meals to program participants in accordance with the Food Guide Pyramid Serving Sizes.

- **26.2.** The Provider(s) shall ensure that all products used in the preparation of food are USDA inspected in accordance with federal laws and regulations.
- **26.3.** The Provider(s) shall ensure that health and sanitation requirements and food certifications are met at all times, which include Serve Safe Certification.
- **26.4.** The Provider(s) shall provide food substitutions that are required due to allergies, dietary restrictions, or religious reasons when requested within established protocol. This protocol shall be clearly posted and request forms should be visible and easily accessible.
- **26.5.** The Provider(s) shall ensure that all uncooked food items are clean and free from blemish.
- **26.6.** The Provider(s) shall ensure all meat and meat products, except sausage products, shall have been slaughtered, processed and manufactured in plants inspected under a U.S. Department of Agriculture approved inspection program and bear the appropriate seal. All meat and meat products shall be sound, sanitary, and free of objectionable odors or signs of deterioration on delivery.
- **26.7.** The Provider(s) shall ensure all food service employees shall wear hair restraints such as hair coverings or nets, beard restraints, and clothing that cover body hair.
- **26.8.** The Provider(s) shall ensure that single-use, food-service gloves shall be worn when handling ready to eat foods, meal service, and/or meal packaging. Gloves shall be changed during shifts or on an as needed basis such as when staff take out trash, clean, prepare, or serve food.

27. MEAL DELIVERY

- **27.1.** All milk and juice and cold food shall be delivered in refrigerator trucks or insulated coolers at a maximum temperature of forty degrees (40°).
- **27.2.** The Provider(s) shall ensure appropriate condiments and utensils are provided.
- **27.3.** The Provider(s) shall package and deliver only juices that identify the expiration date on each container. The expiration date for juice shall not exceed ten (10) days beyond the delivery date.
- **27.4.** The Provider(s) shall deliver only the ordered items and quantities in a sufficient amount. Shortages in quantities as a result of an error made by the Provider(s) shall be corrected with a "Special" delivery before the scheduled serving time. "Special" deliveries will undergo inspection consistent with regularly scheduled deliveries.
- **27.5.** In the event that circumstances beyond control of the Provider(s) prevent the Provider(s) from delivering meals per the approved menu, the Provider(s) shall obtain verbal and written authorization from the PA for food substitution prior to delivery of the meals.

The Provider(s) shall notify the PA within twenty-four (24) hours to permit consideration of the substitution request and timely delivery of the affecting meal.

28. FACILITIES, EQUIPMENT, STORAGE, AND SUPPLIES

- **28.1.** The Provider(s) shall maintain its facilities, equipment, storage, and supplies and shall include the following:
- **28.2.** The Provider(s) shall provide and maintain State or local health certification for the facility(s) used to prepare meals for the required food services. In addition, the Provider(s) shall provide and maintain applicable license and permits required by USDA and other federal and local laws and regulations, or applicable jurisdiction.
- **28.3.** The Provider(s) refrigeration equipment and equipment for storage shall have thermometers which are easily readable, in proper working condition, and accurate, within a range of plus or minus two degrees $(\pm 2^{\circ})$. The Provider(s) shall ensure that it operates, at minimum, refrigerators and warming ovens.
- **28.4.** The Provider(s)' refrigeration equipment shall be properly maintained and defrosted as necessary to prevent accumulation of frost or ice.
- **28.5.** The Provider(s) shall maintain adequate and appropriate facilities and storage space needed for the proper storage of food, utensils, equipment, and supplies when not in use.
- **28.6.** The Provider(s) shall not store supplies unrelated to the food operation in the food preparation area.
- **28.7.** The Provider(s) shall maintain an adequate supply of detergents, sanitary-type towels, toilet tissue, and other materials required to maintain proper personal hygiene and to maintain proper sanitation of the equipment and premises these supplies shall be readily accessible in the places where they are normally needed.
- **28.8.** The Provider(s) shall maintain adequate facilities for the collection and storage of all garbage, trash, and other refuse accumulating in its cooking facility.
- **28.9.** All trash and storage areas in the Provider(s)' cooking facility shall be vermin proof.

29. INSPECTION

29.1. The City of Baltimore reserves the right to inspect the Provider(s)' facilities without notice at any time during the contract period, including the right to be present during preparation and delivery of meals and to request meal quality tests.

31. SERVICE UNITS

31.2. A unit of service is one (1) month of services rendered as defined in Section 5. One (1) month of providing case management and other supportive services, linkage and connection to other community supports, and complaint response/monitoring services to eligible homeless households as outlined in Section 5.

32. TERMINATION

32.1 If the Provider(s) shall fail to fulfill in a timely and proper manner the performance and services defined by this proposal and/or terms of the executed Agreement, the agency may terminate the contract by way of cause. The agency reserves the right to terminate an Agreement by way of appropriation or convenience. The Provider(s) will be notified with a thirty (30) day notice of cancelation.

33. DELIVERABLES

- **33.1.** The Provider(s) shall collect data in HMIS at program entry, exit, annually, and upon changes to document and attain the following service targets by the end of the grant period (September 30, 2020).
- 1.1 Increase of persons exiting to permanent housing.
- 1.2 Increase in the number of homeless persons obtaining employment and/or increasing income.
- 1.3 Reduction in the rate of recidivism of homeless persons.
- **33.2.** The Provider(s) shall demonstrate satisfactory progress towards each deliverable above through submission of the Monthly Status Report, as required in Section 5.

34. PERFORMANCE MEASURES FOR ACCEPTANCE OF DELIVERABLES.

33.1. In the event that Provider(s) fail(s) to make progress on the performance measure outlined above, the MOHS shall apply the provisions of Section 32.1.

35. CRITERIA FOR THE ACCEPTANCE OF DELIVERABLES

- **35.1** The HMIS report must support the services provided. The Provider(s) will input data into the HMIS on clients served (including the types of services provided), submit the HMIS report with the monthly invoice and monthly activity reports. The HMIS report shall include the number of individuals and households served during the reporting month and year to date, from date of execution of the contract.
- **35.2.** The Provider(s) must maintain documentation to support proof of service delivery, including but not limited to: receipts, case notes, homeless verification/eligibility forms, receipts for any direct client/shelter costs, etc.

36. MINIMUM PERFORMANCE MEASURES

36.1. Under this contract, performance measures will require that the Provider(s) collect and enter baseline data into HMIS. Under this contract, performance will be assessed based on improvements from established baseline data.

| Strategy | Activity | Outputs | Outcomes | Performance Measure to Utilize |
|---|---|--|--|-----------------------------------|
| Reduction of homeless persons | Homeless Population Count (PIT) OR Implement workflow to assess client housing needs, eligibility, and goals OR Housing Stabilization or Financial Assistance | PIT Count OR % or clients with a completed Coordinated Access assessment and % of assessments with completed navigation steps OR Referral to housing providers OR # of households stably housed with prevention or rehousing | Decrease in # of homeless persons OR % of households diverted from shelters to permanent housing OR Increase % of households stably housed or exiting to permanent housing | 1.1 |
| Increase the rate of employment and/or income | Complete financial assessment at entry, exit, annually, and upon changes to track employment and non-employment income status and changes AND Implement workflow to refer clients to address employment and income needs, | Increase % of persons provided with, referred to, or engaged in workforce or benefits services | Increase # or % of persons with employment or increased employment OR Increase # or % of persons with income or increased income through mainstream benefits | 1.2 |

| | eligibility, and goals | | | |
|--------------------------------|--|---|--|-----|
| Mean Length of Homelessness | Rapidly Rehouse clients into Permanent Housing | # of households who exited the shelter to permanen housing | Reduction in time spent in shelter OR Decrease in the number of times homeless | 1.3 |

37. PERFORMANCE EVALUATION METHODOLOGY

37.1. By execution of this grant the Provider(s) hereby acknowledge(s) and agree(s) that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth in this contract. If the Provider(s) fail(s) to meet these standards, MOHS, at its exclusive option, may allow up to nine (9) months for the Provider(s) to achieve compliance with the standards. If performance deficiencies are not resolved to the satisfaction of MOHS within the prescribed time, and if no extenuating circumstances can be documented by the Provider(s) to MOHS' satisfaction, MOHS must cancel the contract with the Provider(s). The determination of the extenuating or mitigating circumstances is the exclusive determination of MOHS.

Annual Performance Report

| Service Month: | |
|--|---|
| Prepared by: | |
| Contract Number: | |
| Provider Name: | <u> </u> |
| | |
| Program Administrator Signature | Date |
| disbursements and cash receipts are for the purposes and object that any false, fictitious, or fraudulent information or the omission | elief that the report is true, complete and accurate and the expenditures, ives set forth in the terms and conditions of the Award. I am aware of any material fact, may subject me to criminal, civil or administrative penalties v, I certify that all reports supporting this invoice have been submitted to MOHS in |
| PERFORM | IANCE MEASURES |
| 1.1 Reduction of Homeless Households | |
| a. Number of Households diverted from she | elter |
| b. Number of Households exited to permane | ent housing |
| c. Number of New Coordinated Access Pac | kets Completed |
| 1.2 Increase % of Households Who Exit E Income | Emergency Shelter With Employment and/or |
| a. Number of Households Gaining Employs | ment For Employment Services |
| b. Number of Households Gaining Employs | ment |
| | ment will gain employment or increase income through case agement services |
| c. Number of Households Referred for Main | |
| d. Number of Households Gaining Income | |
| | ment will gain employment or increase income through case agement services |

1.3 Decrease the Average Number of Days It Takes For Households to Obtain Permanent Housing

| a. | Sum of Days from Entry to Exit For All Households During Contract Term | |
|----|---|--|
| b. | Total Number Households Served During Contract Term | |
| c. | Average Number of Days For Households to Obtain Permanent Housing-Baseline (a divided by b) | |

The standard target for FY20-21 is to establish a baseline average number of days for households to obtain permanent housing

METHOD OF PAYMENT

1. FUNDING

The Provider(s) acknowledge(s) that the funding of this Agreement is from City funds. The identification of the source of funding is indicated above. As applicable, the Provider(s) shall comply with the requirements of the funding source, including but not limited to, terms and conditions of the notice of grant award, statutes and regulations, and manuals

2. PAYMENT

Payment is conditioned on the Mayor's Office of Homeless Services reviewing and verifying that the monthly report is for services already rendered. The Provider(s) expressly agrees that funds to be provided herein shall be fully applied to the purposes set forth in accordance with said attached budget. The City shall make its best efforts to pay the Provider(s) for approved invoices within thirty (30) days of receipt of the invoices for work satisfactorily performed by the Provider.

3. INVOICE REQUIREMENTS

4. The Provider(s) shall be responsible for providing the agency with a monthly report that summarizes for each month the use of program funds by the Provider in accordance with the approved budget

5. COST ALLOCATION PLAN

The Provider(s) shall submit an initial Template – Cost Allocation Plan within thirty (30) days of execution and a revised Cost Allocation Plan to MOHS annually by May 15th, unless otherwise extended in writing by MOHS.

MOHS will review the Cost Allocation Plan and provide any comments within fifteen (15) business days of submission. Revisions required by MOHS shall be submitted by the date of the payment request for a July 1st start. Failure to have approved Cost Allocation Plan by June 15th, unless extended in writing by MOHS, will result in no further payment being made to the Provider(s) until MOHS approves the Cost Allocation Plan.

The Provider(s) shall submit a Cost Allocation Plan, whenever the Provider(s):

Experiences a change in the type of funding it receives, whether under this Contract or an outside funding source;

Makes internal organizational changes that affect the cost allocation methodology; or

The Provider(s) may request to amend or revise their Cost Allocation Plan at any time during the fiscal year, in writing to MOHS. The Provider(s) shall submit the amended or revised Cost Allocation Plan within thirty (30) days of providing written notification. MOHS will review and provide written comments within fifteen (15) business days of submission. The Provider(s) must

submit a revised Cost Allocation Plan addressing any revisions required by MOHS, within fifteen (15) business days of the date of MOHS' written response.

6. ALLOWABLE COSTS

The provider shall be reimbursed for direct and indirect costs necessary and reasonable for the operation of an emergency shelter. Indirect costs include an administrative fee not to exceed 10%. Eligibility for facility and maintenance expenses will vary between provider owned properties and Baltimore City owned properties.